



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU6974

This contract entered into this 31<sup>st</sup> day of January 2025, by Pat Dome Enterprises, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

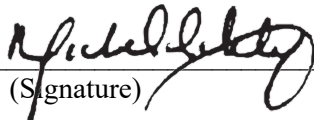
PERIOD OF PERFORMANCE: From April 1, 2025 through March 31, 2027 with four (4) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP SLD-1200 dated February 21, 2024
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) Addendum No. One dated, March 13, 2024
  - (e) Addendum No. Two dated, March 21, 2024
  - (f) Addendum No. Three dated, March 26, 2024
- (3) The Contractor's Proposal dated April 2, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated December 5, 2024
  - (b) Publicly Accessible Contract (PAC) Agreement, effective April 1, 2025

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By:   
(Signature)

Michael Ickowitz

(Printed Name)

Title: Managing Director

PURCHASING AGENCY:

By:   
(Signature)

Shanna Devers

(Printed Name)

Title: Lead Commodity Contract Officer

**RFP # SLD- 1200 Promotional Items and Imprinting Services**  
**Negotiation Summary for Patdome Promotions**  
**December 5, 2024**

1. Parties agree that items within this Negotiation Summary modify RFP# SLD-1200 and the Contractor's response to RFP# SLD-1200 and that this Negotiation Summary takes precedence in conflict.
2. Contractor will bill the Purchasing Agency for royalty fees incurred on any royalty bearing orders for Promotional Items and Imprinting Services. Any internal campus orders made by James Madison University (JMU) department end-users containing any JMU marks or logos will incur a 12% royalty fee. Exemptions to the fee will be for Facilities Uniforms as well as purchases that do not carry JMU marks or logos. Royalty fees may vary by institution or purchasing agency.
3. Contractor's **Promotional Items** pricing schedule is as follows:
  - a. 17% discount if paid with SPCC; 20% if paid by ACH or Check. Some exclusions may apply for certain brands.
  - b. Electronic Proofs- no additional cost for client-supplied vector artwork
  - c. Contractor shall pass on exact freight/shipping costs to the University as applicable.
  - d. Contractor shall waive restocking and shipping fees for returns/exchanges of blank items.
  - e. Contractor shall waive associated costs for replacement of defective, broken, or damaged items.
  - f. Contractor shall not bill the Purchasing Agency charge card processing fees.
  - g. Single spec samples (*with logo*)- Quoted on request
  - h. Set-up fees- published list price shown online at <https://patdome.com/>
  - i. Special packaging for items prone to breaking or damage- \$6 per box
4. Contractor's **Imprinting Services** pricing schedule is as follows:
  - a. Embroidery pricing: (*Embroidery only, apparel/item not included*)

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$5.45	\$5.45	\$4.95	\$4.45	\$3.95	\$3.45	\$3.45	\$3.45	\$3.45
Up to 5000	\$5.45	\$5.45	\$4.95	\$4.45	\$3.95	\$3.45	\$3.45	\$3.45	\$3.45
Up to 6000	\$5.45	\$5.45	\$4.95	\$4.45	\$3.95	\$3.45	\$3.45	\$3.45	\$3.45
Up to 7000	\$5.45	\$5.45	\$4.95	\$4.45	\$3.95	\$3.45	\$3.45	\$3.45	\$3.45
Up to 8000	\$5.45	\$5.45	\$4.95	\$4.45	\$3.95	\$3.45	\$3.45	\$3.45	\$3.45
Up to 9000	\$5.95	\$5.95	\$5.45	\$4.95	\$4.45	\$3.95	\$3.95	\$3.95	\$3.95

**RFP # SLD- 1200 Promotional Items and Imprinting Services**  
**Negotiation Summary for Patdome Promotions**  
**December 5, 2024**

Up to 10000	\$5.95	\$5.95	\$5.45	\$4.95	\$4.45	\$3.95	\$3.95	\$3.95	\$3.95
Each Addtl. 1000 stitches	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

- b. Tape Edits- no additional cost
- c. Personalization- \$5 per item
- d. Digitizing- waived for all unit logos using JMU's standard brand/unit logo scheme
- e. Screen Printing Services pricing: *(Screen Printing only, apparel/item not included)*

QUANTITY	1st Color	2nd Color	3rd Color	4th Color	5th Color	6th Color
48+	\$1.55	\$1.80	\$2.05	\$2.30	\$2.55	\$2.80
72+	\$1.30	\$1.55	\$1.80	\$2.05	\$2.30	\$2.55
96+	\$1.15	\$1.40	\$1.65	\$1.90	\$2.15	\$2.40
144+	\$1.10	\$1.35	\$1.60	\$1.85	\$2.10	\$2.35
192+	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25
288+	\$0.95	\$1.20	\$1.45	\$1.70	\$1.95	\$2.20
500+	\$0.90	\$1.15	\$1.40	\$1.65	\$1.90	\$2.15
750+	\$0.85	\$1.10	\$1.35	\$1.60	\$1.85	\$2.10
1000+	\$0.77	\$0.97	\$1.17	\$1.37	\$1.57	\$1.77
2500+	\$0.75	\$0.92	\$1.09	\$1.26	\$1.43	\$1.60
5000+	\$0.65	\$0.80	\$0.95	\$1.10	\$1.25	\$1.40
10000+	\$0.55	\$0.70	\$0.85	\$1.00	\$1.15	\$1.30

- f. Screen Print Flashing- \$0.15 per garment
- g. Polyester- 35% surcharge on cost of decoration
- h. PMS Color Matching- \$25 per color
- i. Sleeve Printing- \$0.30 per sleeve
- j. Screen Charges- \$15 per location
- k. Custom designing and creating artwork- \$75 per hour for format conversion and art creation. Artwork that takes 15 minutes or less is no additional cost.
- l. Custom designing and creating print screen and embroidery artwork- \$75 per hour for format conversion and art creation. Artwork that takes 15 minutes or less is no additional cost.
- m. Contractor shall provide sample items, material, and/or color swatches valued under \$10 at no additional cost. The Purchasing Agency may be responsible for shipping fees.
- n. Contractor shall pass on exact freight charges to the University as applicable.

**RFP # SLD- 1200 Promotional Items and Imprinting Services**  
**Negotiation Summary for Patdome Promotions**  
**December 5, 2024**

- o. Contractor shall waive associated costs for the replacement of embroidered and screen-printed items in the case of manufacturing defects or errors.
- p. Set-up fees- published list price shown online at <https://patdome.com/>
- q. Contractor shall not bill the Purchasing Agency charge card processing fees.
- r. Final product sample(s) (*with logo*) are provided on large orders at no additional cost on a case-by-case basis.

**5. GENERAL**

- a. Contractor shall maintain a CLC license for James Madison University for the duration of the contract. Any associated costs shall be the sole responsibility of the contractor.
- b. All deliveries made to the Purchasing Agency shall be FOB destination.
- c. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
- d. The contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.
- e. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing and/or discounts.
- f. The following language shall be added to the contract:

**PCI DSS COMPLIANCE:** James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor may be required to provide an Attestation of Compliance on an annual basis. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- g. Contractor agrees that James Madison University intends to exclusively utilize electronic catalogs for product sourcing and will not utilize any webstores or customized e-commerce platforms if offered by

**RFP # SLD- 1200 Promotional Items and Imprinting Services**  
**Negotiation Summary for Patdome Promotions**  
**December 5, 2024**

your firm, with the exception of eVA punchout catalogs. These options may be utilized by other universities, agencies, and localities.

- h. Contractor agrees that all exceptions taken within their initial response to RFP# SLD-1200 that are not specifically addressed within this negotiation summary are null and void.

**AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 1st day of April 2025, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Pat Dome Enterprises, LLC, (“Vendor”).

**TERM**

The end date coincides with the Primary Agreement’s end date.

**WITNESS**

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6974, dated January 31, 2025 (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor’s logo on the Consortium website

III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager  
Procurement and Supplier Diversity Services  
University of Virginia, Carruthers Hall  
c/o VHEPC  
PO Box 400202  
1001 N. Emmet Street  
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

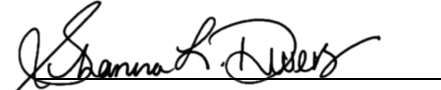
Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

If to Vendor:

Michael Ickowitz  
Pat Dome Enterprises, LLC  
949 N. Broadway  
Knoxville, TN 37917  
Email: mike@patdome.com

**ACCEPTANCE**

**For James Madison University**



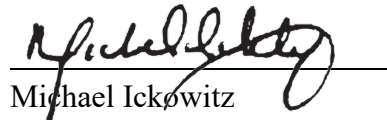
Shanna Devers  
Buyer Senior

03/07/2025

Date

Agreement #: UCPJMU6974-PAC

**For Pat Dome Enterprises, LLC**



Michael Ickowitz  
Managing Director

2/17/2024

Date



logo apparel corporate giveaways custom swag

ORIGINAL

RESPONSE TO REQUEST FOR PROPOSALS  
RFP# SLD-1200

TITLE: Promotional Items and Imprinting Services

PROCUREMENT OFFICER: Shanna Devers, Procurement Buyer Senior

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Name and Address of Firm:

Pat Dome Enterprises, LLC

949 N. Broadway

Knoxville, TN 37917

Date: April 2, 2024

Web Address: [www.patdome.com](http://www.patdome.com)

Email: [mike@patdome.com](mailto:mike@patdome.com)

By:

  
(Signature in Ink)

Name: Michael Ickowitz  
(Please Print)

Title: Managing Director

Phone: 865-368-3158

Fax #: N/A

FEI/FIN No.: [REDACTED]

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ul #2 ul #3 ul #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

X YES; ☐ NO; IF YES  $\Rightarrow$  X SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW;  
☐ Micro

SWaM Certification Number: 695695



## **Executive Summary, Qualifications and Experience**

V.b3

Who we are and what we offer:

Pat Dome Enterprises (DBA Patdome Promotions) is a SWaM-Certified, family-run creative firm and promotional products company offering a range of items and services to boost the brand identity of our partners. We provide a small business approach to customer service and work to serve as advocates who work relentlessly to stay on schedule and on budget. We think of ourselves as partners, not vendors, by advising clients on the latest trends and recommending items to market your brand with a lasting impression.

Who do we do it for:

Patdome Promotions has been licensed with the Collegiate Licensing Company (CLC/Learfield/IMG) since 2006 and Exemplar Licensing since 2020. Patdome Promotions currently has licensed George Mason University (Preferred Vendor), The University of Tennessee (Preferred Vendor), Tennessee Tech University (Preferred Vendor), UT Health Science Center (Preferred Vendor), College of Charleston, The College of William and Mary, The University of California San Diego, The University of the Pacific, Franklin & Marshall College, American University, George Washington University, The University of Memphis, and The University of Florida. We also work with several non-licensed academic institutions, including approximately 10 international institutions of higher education, corporations, and organizations large and small locally and around the world.

Why choose Patdome Promotions?

Patdome Promotions is a certified small business with owners actively involved in day-to-day operations. We attribute our success to providing a small business approach to customer service while offering access to the same products and technology as larger shops. We are always willing to visit with you to talk about your needs, and we will make recommendations based on your upcoming events. We "create the things you WISH existed," specializing in promotional products, advertising specialties, and apparel that are often the result of understanding their role in a larger brand concept or campaign. Our philosophy when working with partner institutions is to create experiences and relationships through branding rather than simply selling promotional products. Many vendors can take orders and deliver shipments, but we strive to serve as an extension of the departmental team to provide creative solutions and long-term strategies that best utilize the university's resources.

A Trusted and Qualified Partner

When COVID-19 emerged in early 2020, we were initially worried about how to sustain our growing events-based business during a global shutdown. Our model is rooted in the success of our partners, and we quickly pivoted to ask our university partners how we could help them continue to engage with current students, alumni, prospective students, partners, and donors without being able to maintain a physical presence. Drawing on our backgrounds in higher education administration, communications, and marketing, we immediately began collaborating with our university partners to create campaigns designed to move forward and succeed in the most challenging of obstacles.

During a time when recruitment and conversion events went virtual, Patdome Promotions shifted several promotional product projects from on-campus delivery to more than 60,000 fulfilled boxes, bags, and letters for delivery all over the world in 2020 alone. At Mason specifically, we worked with both the Office of Admissions and New Student and Family Programs to create welcome kits building the on-campus relationships traditionally cultivated during admitted student and orientation events. We worked with Athletics departments to bring fans Arenas through fan cutouts, which served to keep the

fan base engaged, show support to Student Athletes, and fundraise for booster organizations. We worked with several academic units to send letters and stickers, license plate frames, webcam covers, hand sanitizers, and zoom lights all to forward partner missions in 2020 and 2021 to home-based students, faculty, staff, and alumni.

As a whole, Patdome Promotions performed similar work for several higher education institutions. The results of these campaigns were uniquely measurable and quantifiable, as our partners were not only able to continue meeting their goals in a virtual setting, but many also reported record engagement in response to this new highly personalized communication.

### **Names, Qualifications and Experience of Assigned Personnel**

V.b3

Mike Ickowitz – Co-Owner

Mike Ickowitz's connection to Mason spans over three decades, first as a student, Mason Ambassador, and beloved athletic mascot, Gunston, and now as a parent to a rising University Scholar freshman. He began his professional career in higher education as an admissions counselor at American University, followed by a move to the Office of International and Graduate Admissions at the University of Tennessee. Mike holds Master's Degrees in Higher Education Administration and Sociology with a focus on Political Economy. He cultivated a love for entrepreneurship as the group leader of international science education programs with a focus on global brand business development as a contractor for the U.S. Department of Energy located at Oak Ridge National Laboratory and later with market development work in the U.S. and Canada for the University of New South Wales in Sydney, Australia. Mike founded Patdome Promotions in 2006 and now serves as Managing Director of Sales and Business Development.

Tanya Ickowitz – Co-Owner

Tanya Ickowitz brings a wealth of experience and knowledge in the field of higher education recruitment and retention, as well as marketing and communications. She began her professional career in the George Mason University Office of Admissions and continued to work with student outreach initiatives for over a decade as the Director of Communications and Marketing for Edsouth and SouthEast Bank in Knoxville, TN. Tanya holds a Master's Degree in Communications with a concentration in Public Relations, and she is thrilled to be able to fuse both specialties in working with our higher education clients and their unique audiences. In 2017, she left the corporate world to focus on building the growing success of Patdome Promotions. Her primary responsibilities include internal and external marketing and communications, executive and fiscal policy oversight, and creative direction.

Julie Henry – Operations Manager

Julie Henry has over 20 years of experience working in marketing and communications. She started her career as an assistant for the Student Outreach Services department of Edsouth and worked her way up to become Director of Communications for Edsouth in 2017. Julie attended The University of Tennessee, Knoxville and holds a Bachelor of Science Degree in Marketing. Julie has been with Patdome Promotions for one year and is the client liaison between the time a client chooses what to order and the time that the order is delivered. She's responsible for monitoring projects throughout the production cycle, communicating status updates, and ensuring that items are shipped and delivered on time and accurately.

## References

George Mason University / Admissions

F. Patrick Money

Director of Undergraduate Admissions

M: 703.587.8033

fmoney@gmu.edu

Patdome Promotions has been working with George Mason University since 2006 and with Mr. Money since 2011.

Testimonial from Mr. Money:

"Patdome Promotions has been an amazing partner over the last decade. As a trusted vendor, they are always on my short list when looking for creative solutions to help meet business goals. I think the thing I appreciate the most about Patdome Promotions is their commitment to their customer(s) and doing everything they can to provide great products. Regardless of the state of the idea I bring to the table, the thoughtful questions they raise and their willingness to collaborate always produce a better outcome than what I hoped for coming into the project. If a problem presents itself mid-project, I've always been able to count on them to deliver on my deadlines no matter what. At times, it is easy to forget they aren't on my direct team with how much they care about the end product."

George Washington University / Athletics

Meg Carren

Asst. AD of Marketing, Strategy and Fan Engagement

M: 703.973.1250

mcarren@gwu.edu

Patdome Promotions has been working with George Washington University since 2020, but has been working with Ms. Carren since 2018 in a former professional role.

Testimonial from Ms. Carren:

"In my years of experience in intercollegiate athletic marketing, I've worked with countless vendors to encourage fan interest through the connection of sport, the fan experience, and the university. I have found that as the amount of my responsibility and number of my mission-critical tasks grow, my list of trusted vendors shrinks, and Patdome Promotions is at the top of that list for promotional products. That is because Patdome Promotions so much more than a vendor, they are more than just order takers. Patdome Promotions takes the time to know our needs and to predict what works for our programs and feeds our constant need of new and notable giveaways and branded items. They remove obstacles that other vendors cannot seem to surmount and take away from the distraction of worrying about the delivery status and cost of our promotional items."

University of Tennessee Foundation, Inc. / Advancement

Jenna Dulling

Advancement Coordinator

M: 865.466.7751

[jdulling@utfi.org](mailto:jdulling@utfi.org)

Patdome Promotions has been working with The University of Tennessee Foundation, Inc. since 2017.

Testimonial from Ms. Dulling:

"Patdome Promotions was instrumental in helping us reach our alumni and students throughout the pandemic by shipping more than 2,300 branded boxes for many of our programs including: Alumni Board of Directors meetings, Senior Toast, Volunteer Leadership Weekend, 40 under 40, Alumni Summer College, and Torch Night where we welcomed 800 new graduating seniors to our alumni family. Their partnership helped us surpass our goal and set a record year for alumni engagement in 2020-2021. Patdome's professionalism, customer service, and reliability are truly unmatched and we are proud to call them members of the Volunteer family."

College of Charleston / Enrollment Management

Jimmie Foster

Vice President

W: 843.953.7199

[fosterja@cofc.edu](mailto:fosterja@cofc.edu)

Patdome Promotions has been working with The College of Charleston since 2008 and with Mr. Foster in a previous role since 2006.

Testimonial from Mr. Foster:

"I have worked with Patdome Promotions for more than fifteen years during my tenure at four institutions. Their depth and specialization of experience in higher education is unmatched, and I know that when they are called upon to work with me on a project, we can jump right into creating a memorable and impactful campaign that is cognizant of our unique timeline, branding guidelines, communications cycle, budget, and competition. I would recommend them as a university partner without hesitation, and the fact that colleagues at my former institutions also continue to work with and recommend Patdome to other departments at their respective universities speaks volumes about their professionalism and creativity."

**Technical Response describing plan and methodology for providing the goods/services as described in Section IV. Statement of needs**

*Promotional Items*

**Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.**

Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1.*

<https://patdome.com/product-catalog/>

**Describe ability to customize an electronic catalog for James Madison University.**

Patdome Promotions has the ability to create a custom electronic catalog as a negotiable contractual service.

**Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.***

Every order, with the exception of those for which a proof has been waived by the client, receives an electronic proof for approval prior to the start of production.

**Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.**

Patdome visits campus once a fiscal quarter. Based on volume, Patdome Promotions has the ability to hire new employees as well as provide local sales representatives. The frequency of campus visits and/or locally placed sales representative is a negotiable contractual service.

**List all contact information for ordering, invoicing, customer service, etc.**

For the purposes of this proposal, contact information for ordering will be:

Orders: Mike Ickowitz – [mike@patdome.com](mailto:mike@patdome.com) – 865-368-3158

Customer service for orders in progress: July Henry – [production@patdome.com](mailto:production@patdome.com) – 865-384-1776

Invoicing: Tanya Ickowitz – [acct@patdome.com](mailto:acct@patdome.com) – 865-607-2105

**Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.**

Patdome Promotions has 18 years of experience working with institutions of higher education for their promotional product and apparel needs. Patdome Promotions works with and is a preferred vendor at institutions large and small, from the highly retail-focused University of Tennessee to other large public universities such as the University of Memphis and George Mason University. These two examples are used with Tennessee having a more brand-heavy culture, and then University of Memphis and George Mason University, whose purchasing patterns in this category most similarly resemble those of James Madison University.

The method for collaboration always begins with the given need of the end user/campus entity. In our campus visits, we meet with and plan ahead for those units for whom we anticipate a cycle-based need – these include our campus partners in offices such as Admissions and Athletics who have needs for promotional products at predictable times of year. Many times, needs arise as events pop up quickly, such as in University Life and Student Involvement, where we are tasked with completing a project within a narrow time frame. The process for collaboration starts with the initial contact, in a meeting, via phone or email, or by using the chat feature or “request info” feature on our website. We guide our partners through the process, ascertaining important information such as the event date, quantity, product’s intended usage, and anything else that we will need to deliver product on time and as expected. Keeping in mind that end users on campus don’t buy promotional products every day, we pride ourselves on our industry knowledge and use the conversation as a starting point, suggesting multiple product options through an interactive presentation to our clients. Once a decision is made and a payment method (either P-Card or PO ) is finalized, we process the order, send a virtual proof for approval, submit the design through BrandManager360 (CLC) for approval and manage production to ensure an on-time delivery – with tracking sent as soon as is available.

**Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. Firm shall be licensed prior to an award of a contract. Licensing information can be found at: <https://clc.com/get-licensed/>**

Patdome Promotions is currently licensed through the Collegiate Licensing Company (CLC), The Collegiate Licensing Company (License 62767). It is our understanding based on the question and answer period that a CLC License for JMU will be required prior to contract award. It is not required to submit a proposal. The Patdome Promotions team is familiar with compliance with regards to branding and has never incurred a branding violation, and if awarded a contract, we fully intend to obtain JMU licensing.

**Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.**

Patdome Promotions is experienced in working with tertiary parties to obtain rights to third party brands through agreement or contract in connection with the production of collegiate goods.

Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 8.*

Patdome Promotions' order process always includes a free digital mockup/sample of the items being purchased. Often, several digital mockups will be done on multiple items in the selection process. On occasion, our customers will request a single unit or small run of physical pre-production samples of promotional products being ordered, particularly when higher dollar amounts or higher quantities are involved. Time and cost depend on the specific item being ordered, but when feasible, we often provide a limited number of samples at little or no cost to the department.

**Provide details of minimum order requirements, if applicable.**

Minimum order quantities (MOQ) are often different for Promotional goods primarily because the method of decoration and/or the specific machinery used to decorate or produce the goods varies, as well as stipulations established by our manufacturing partners for various items. Patdome can produce single items if required of many goods due in part to our in-house decoration capabilities. Because of the time and effort to produce single or small-quantity goods, the MOQ for production is determined on a case-by-case basis and may incur less-than-minimum fees if applicable.

**Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.***

The typical turnaround time for delivery on a standard order is 10-15 business days from proof approval. We confirm the actual projected turnaround time prior to placing an order, and if timing is a concern, we work with clients to find an item that meets their schedule need. Rush orders are determined on a per-project basis and can be available in as few as 1 business day on a per-project basis. Patdome utilizes UPS as its primary shipping partner, but also utilizes FedEx, DHL, and various other LTL carriers as appropriate.

**Describe process for packaging orders.**

Shipments of both raw materials and finished goods are transported using a variety of methods and shipping channels. Most goods are transported in recyclable cardboard containers. Where controllable, our preferred method of shipping is to use the smallest container possible, which reduces cost of goods sold and that savings is passed through to the university.

**Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.***

Patdome Promotions takes a number of steps to ensure that each order goes as planned. Most of our orders feature custom decoration, and once delivered, are not returnable or refundable unless the item is defective or produced incorrectly or inconsistent with the client-approved proof. However, on occasion for, the delivered goods are either not as expected or a project needs to be stopped prior to delivery. Patdome Promotions prides itself on its order management and expectations of goods purchased; however promotional products and apparel are decorated in production environments, and when we are informed that an item is not as expected, we work with our campus partners to correct any issues in a number of ways. If there is enough time prior to the item being distributed, we will offer to replace any damaged goods as a primary method of resolution. If that is not possible, we will then offer

to credit or adjust an invoice for any damage. If a client elects to cancel an order prior to delivery, if no cost was incurred by Patdome Promotions, we are happy to cancel the order at no cost. If cost was incurred, or production has started but not delivered, we bill for time and cost appropriately on a case-by-case basis. To assist in our ability to properly rectify issues, we do require that departments notify us within one week of delivery (preferably as soon as possible) if a product does not arrive as expected.

**Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.***

Defective, broken, or damaged promotional items are either replaced at no cost or deducted from the final invoice based on the needs of the end user. Some items that are easier to break, such as glass or ceramic are often over-ordered at no cost to ensure that any breakage, while rare, does not interfere with business operations.

**Describe quality control process(s).**

Patdome Promotions employs a full-time operations manager whose sole responsibility is to project manage orders to ensure that they arrive on time. Goods manufactured or decorated at Patdome Promotions, including decorated apparel, raw materials, and/or blank apparel, are inspected for flaws such as holes, snags, and manufacturing defects, along with size and color counts. Decorated apparel is inspected prior to delivery.

Patdome Promotions performs complex tasks related to mailings and we ensure quality control with staff supervision during the fulfillment process, and random sample checks proportionate to the number of units in the project. When possible, Patdome Promotions subscribes to a service which allows bulk parcel tracking and can report on the number delivered and the number outstanding, estimating the date for final delivery.

**Provide sample quote showing list price, contract price and percentage off published list price.**

Included Following Responses.

**Describe payment options available.**

Our preferred method of payment, particularly for orders over \$500, is Purchase Order funded by ACH/Bank Transfer or by check, usually on Net 30 terms. We accept P-Cards, but reserve the right to pass through credit card processing fees to the purchaser.

**Provide a sample invoice and preferred method of payment.**

Included Following Responses.

**Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.***

Patdome accepts charge card payments.



**Provide any incentive rebate options or packages.**

Patdome Promotions is pleased to offer a tiered discount schedule based on project cost:

<i>Order Total (excluding shipping, setup, and fulfillment)</i>	<i>Discount off MSRP of decorated retail items (excluding shipping, setup, and fulfillment)</i>
<i>\$0 – 4,999</i>	<i>15% discount;</i>
<i>\$5000 – 9,999</i>	<i>20% discount</i>
<i>\$10,000 – 24,999</i>	<i>23% discount</i>
<i>\$20,000 and above</i>	<i>25% Discount</i>

Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 7.*

**Below is a list of goods or services offered:**

Set-up fees – Fees charged by manufacturers for the physical preparation of machinery and related processes to decorate goods.

Special Packaging – Fees to protect goods that are particularly prone to damage or breakage from shipping processes. Often, this is seen when shipping ceramic, glassware, oversized goods, and food goods.

Design Services – Patdome offers in-house design services to create or edit existing artwork.

Fulfillment Services – Fees covering the receipt, storage, processing, assembly, and packaging of goods sent to individuals en mass.

***Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)***

**Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).**

Patdome offers Embroidery, Screen Printing, Embossing/Debossing, Laser Etching, Physical Engraving, Dye Sublimation, Heat Press, UV Printing.

**Provide details of minimum order requirements, if applicable.**

Quantity minimums are often established by the manufacturer of the chosen item. Patdome Promotions has in-house capabilities to to produce as few as one (1) piece of select items decorated by embroidery, heat press, or engraved leather patches. Our standard minimum for screen printing is 48, but this can be evaluated on a case-by-case basis for a lower minimum order quantity.

**Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.***

Included in pricing schedule

**Provide a complete embroidery pricing guide in Section X. Pricing Schedule, B. 2.**

Included in pricing schedule

**Provide pricing for screen-printing services in Section X. Pricing Schedule, B. 3.**

Included in pricing schedule

**Provide a sample of a design for both screen printing and embroidery. Each sample shall be properly tagged or labeled with the name of the offeror. Samples shall be provided at no cost to James Madison University. Samples will not be returned.**

Samples enclosed

**Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in Section X. Pricing Schedule, B. 4.**

The process for designing and creating artwork begins with an understanding of the needs of the end-user, which often takes place as an email or phone discussion based on complexity. Simple artwork such as type-treatments or logo placement is done at no charge. More complex artwork or raster artwork requiring vectorization is charged at \$100 per hour, prorated by the quarter-hour. As all branded goods are submitted for branding approval, Patdome does on occasion seek the guidance of the institutional approver in the creative process to ensure that finalized designs meet brand standards. Timing for the creative process varies based on complexity and project timeline, but creative work can be promised in under 48 hours, often delivered on the same day.

**Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in Section X. Pricing Schedule, B. 5.**

Designing for screen print and embroidery involves a discussion which takes into account the number of locations, colors, and design size and placement of the decoration. In the case of screen printing, Patdome can often optimize cost and/or appearance with examples such as gradient processes to reduce the number of colors adding white underbases, and flashing. In the case of embroidery, the size of the design is directly proportional to the cost of the decoration as well as the amount of detail that can be sewn and where on a particular good the embroidery can occur.

**Provide the lead time for embroidered products from time of order placement until delivery.**

Embroidered goods are typically delivered within 10-15 business days, with occasionally longer lead times during the holiday season.

**Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (Example: Adobe Creative Cloud)**

We prefer vector artwork created in the Adobe Creative Suite with vector artwork where appropriate and art at 300dpi or higher for raster printing.

**Describe timeframe for providing adequate sample items, materials, or color swatches. (i.e. number of days for review at no charge to the University) Provide associated costs in Section X. Pricing Schedule, B. 6.**

Samples, materials, or color swatches can often be delivered within 5 business days.

**Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4" full filled-in logos.**

Patdome utilizes the Melco Design Shop for digitizing artwork to embroidery files. Design Shop provides for finite control for optimal embroidery in areas such as underlay, stretch compensation, and stitch type, size, and direction. Each design element is digitized separately with start and end points determined to optimize stitch count and sew time. In designing we factor size of text, and small details to either determine if they are possible or if changes need to be made.

**Describe the process for vector artwork for logos that will be screen printed.**

Patdome has 18 years of experience in working with vector artwork for screen printing. We assess the overall design of client-supplied vector artwork for details that may fill-in, and then add registration, color-separate the artwork, and print films to create screens.

**Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in Section X. Pricing Schedule, B. 7.**

Our standard method of shipping goods is by UPS ground, but rush services are available at the request and direction of the end user.

**Describe return policy. Provide associated costs in Section X. Pricing Schedule, B. 8.**

Returns are generally not accepted unless in the case of decoration error. In such cases, there is no cost.

**Provide sample quote showing list price, contract price and/or percentage off published list price.**

Included

**Provide sample invoice and preferred method of payment.**

Included

**Provide sample quote showing list price, contract price and percentage off published list price.**

Included

**Describe payment options available.**

Our preferred method of payment, particularly for orders over \$500, is Purchase Order funded by ACH/Bank Transfer or by check, usually on Net 30 terms. We also accept P-Cards.

**Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.***

Patdome does accept charge card payments. Included

**Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request.**

Patdome visits campus once a fiscal quarter. Based on volume, Patdome Promotions has the ability to hire new employees as well as provide local sales representatives. The frequency of campus visits and/or locally placed sales representative is a negotiable contractual service. We are always willing to meet with departmental end users upon request by phone, Teams, Zoom, or similar.

**List all contact information for ordering, invoicing, customer service, etc.**

For the purposes of this proposal, contact information for ordering will be:

Orders: Mike Ickowitz – [mike@patdome.com](mailto:mike@patdome.com) – 865-368-3158

Customer service orders: Julie Henry- [production@patdome.com](mailto:production@patdome.com) – 865-384-1776

Invoicing: Tanya Ickowitz – [acct@patdome.com](mailto:acct@patdome.com) – 865-607-2105

**Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.**

Patdome Promotions has 18 years of experience working with institutions of higher education for their promotional product and apparel needs. Patdome Promotions works with and is a preferred vendor at institutions large and small, from the highly retail-focused University of Tennessee to other large public universities such as the University of Memphis and George Mason University. These two examples are used with Tennessee having a more brand-heavy culture, and then University of Memphis and George Mason University, whose purchasing patterns in this category most similarly resemble those of James Madison University.

The method for collaboration always begins with the given need of the end user/campus entity. In our campus visits, we meet with and plan ahead for those units for whom we anticipate a cycle-based need – these include our campus partners in offices such as Admissions and Athletics who have needs for promotional products at predictable times of year. Many times, needs arise as events pop up quickly, such as in University Life and Student Involvement, where we are tasked with completing a project within a narrow time frame. The process for collaboration starts with the initial contact, in a meeting, via phone or email, or by using the chat feature or “request info” feature on our website. We guide our partners through the process, ascertaining important information such as the event date, quantity, product’s intended usage, and anything else that we will need to deliver product on time and as expected. Keeping in mind that end users on campus don’t buy promotional products every day, we pride ourselves on our industry knowledge and use the conversation as a starting point, suggesting multiple product options through an interactive presentation to our clients. Once a decision is made and a payment method (either P-Card or PO ) is finalized, we process the order, send a virtual proof for

approval, submit the design through BrandManager360 (CLC) for approval and manage production to ensure an on-time delivery – with tracking sent as soon as is available.

**Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. Firm shall be licensed prior to an award of a contract. Licensing information can be found at: <https://clc.com/get-licensed/>**

Patdome Promotions is currently licensed through the Collegiate Licensing Company (CLC), The Collegiate Licensing Company (License 62767). It is our understanding based on the question and answer period that a CLC License for JMU will be required prior to contract award. It is not required to submit a proposal. The Patdome Promotions team is familiar with compliance with regards to branding and has never incurred a branding violation, and if awarded a contract, we fully intend to obtain JMU licensing.

**Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.**

Patdome Promotions is experienced in working with tertiary parties to obtain rights to third party brands through agreement or contract in connection with the production of collegiate goods.

**Describe plan for providing pre-production samples of embroidery and screen printing items. (i.e. number of days for review at no charge to the university)**

Patdome prefers to provide digital proofs for embroidery and screen printing. We often schedule decoration time at the time of the order and so the number of days to review is based on the particular production day scheduled. Should a physical example be required, we would substitute screen-printing for a digital transfer or can embroidery a swatch with the university responsible for costs on a case by case basis.

**Identify any other goods or services being offered including set-up fees. Provide associated costs in Section X. Pricing Schedule, B. 11.**

Below is a list of goods or services offered:

Set-up fees – Fees charged by manufacturers for the physical preparation of machinery and related processes to decorate goods.

Special Packaging – Fees to protect goods that are particularly prone to damage or breakage from shipping processes. Often, this is seen when shipping ceramic, glassware, oversized goods, and food goods.

Design Services – Patdome offers in-house design services to create or edit existing artwork

Fulfillment Services – Fees covering the receipt, storage, processing, assembly, and packaging of goods sent to individuals en mass.

Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).

George Mason University \$280,742  
William and Mary \$11,392

## PRICING SCHEDULE

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Promotional Items

The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. (*Reference Section IV. Statement of Needs, A. 1.*)

<i>Order Total (excluding shipping, setup, and fulfillment)</i>	<i>Discount off MSRP of decorated retail items (excluding shipping, setup, and fulfillment)</i>
<i>\$0 – 4,999</i>	<i>15% discount;</i>
<i>\$5000 – 9,999</i>	<i>20% discount</i>
<i>\$10,000 – 24,999</i>	<i>23% discount</i>
<i>\$20,000 and above</i>	<i>25% Discount</i>

The offeror shall provide associated costs for electronic proofs. (*Reference Section IV. Statement of Needs, A. 3.*)

Initial proofs from client-supplied vector artwork are provided at no charge. Changes based on error or omission are also provided at no charge. Design changes after are subject to design charges of \$100/hour prorated by the quarter hour.

The offeror shall provide standard, rush order, and manufacturer order delivery costs. (*Reference Section IV. Statement of Needs, A. 11.*)

Standard production is published on our website and ground transit is quoted prior to ordering. Costs associated with rush production or rush shipping vary situationally and are quoted on demand to the end user.

The offeror shall provide associated costs for restocking and shipping of returns/exchanges. (*Reference Section IV. Statement of Needs, A. 13.*)

Returns or exchanges are generally not allowed unless an error occurs in production. In that case, there is no cost born by the university.

**The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. (Reference Section IV. Statement of Needs, A. 14.)**

In the case of defective, broken, or damaged items there is no cost born by the university.

**The offeror shall specify any associated charge card processing fees, if applicable. (Reference Section IV. Statement of Needs, A. 19.)**

Any fees related to the order process are included in contracted pricing.

**The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. (Reference Section IV. Statement of Needs, A. 21.)**

Set-up fees – Fees charged for the physical preparation of machinery and related processes vary from product to product based on the type of machinery and cost of labor. These fees are disclosed online at Patdome.com per item.

Special Packaging – Fees to protect goods that are particularly prone to damage or breakage from shipping processes. In the case that this is required, the fee is \$6/box.

Design Services – Patdome offers in-house design services to create or edit existing artwork. Design time is charged at \$100/hour prorated in 15 minute increments.

Fulfillment Services – Fees covering the receipt, storage, processing, assembly, and packaging of goods sent to individuals en mass. This is custom work and the fees involve are completely determined by labor time and space required for the service.

**8. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. (Reference Section IV. Statement of Needs, A. 9.)**

Single spec samples of promotional items with logo are available on request. Associated costs and shipping are passed through to the university and very greatly depending on the product.

**B. Embroidery and Screen Printing**

**1. The offeror shall complete the following Embroidery Price List. (Reference Statement of Needs, Section B.3.)**

Stitch Count	1-11 Pieces	12-23 Pieces	24-71 Pieces	72-143 Pieces	144-500 Pieces	500+ Pieces
Min 8,000	\$ 6.00	\$ 5.50	\$ 5.00	\$ 4.50	\$ 4.00	\$ 3.85
8,001-10,000	\$ 6.50	\$ 6.00	\$ 5.50	\$ 5.00	\$ 4.50	\$ 4.35
10,001-12,000	\$ 6.00	\$ 6.50	\$ 6.00	\$ 5.50	\$ 5.00	\$ 4.85
12,001-14,000	\$ 7.50	\$ 7.00	\$ 6.50	\$ 6.00	\$ 5.50	\$ 5.35
14,001-16,000	\$ 7.00	\$ 7.50	\$ 7.00	\$ 6.50	\$ 6.00	\$ 5.85
16,001-18,000	\$ 8.50	\$ 8.00	\$ 7.50	\$ 7.00	\$ 6.50	\$ 6.35
18,001-20,000	\$ 9.00	\$ 8.50	\$ 8.00	\$ 7.50	\$ 7.00	\$ 6.85
20,001-22,000	\$ 9.50	\$ 9.00	\$ 8.50	\$ 8.00	\$ 7.50	\$ 7.35

**The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) (Reference Statement of Needs, Section B. Number 4)**

Tape edits – Charged as design time.

Our embroidery units each hold 16 colors. More than 16 colors is not feasible.

Personalization - \$5 per item.

Digitizing - \$50

**The offeror shall complete the following table for screen printing services. (Reference Statement of Needs, Section B. 5.)**

*Prices are per location for standard front or back imprint sizes on cotton garments. Additional charges may apply for flashing/underbase, oversize imprints, specialized locations, polyester/fleece fabrics, etc.*

QTY	1 Color	2 Color	3 Color	4 Color	5 Color	6 Color	7 Color	8 Color	9 Color	10 Color	11 Color	12 Color
48+	\$3.00	\$3.75	\$4.50	\$5.25	\$6.00	\$6.75	\$7.50	\$1.15	N/A	N/A	N/A	N/A
72+	\$2.55	\$3.05	\$3.55	\$4.05	\$4.55	\$5.05	\$5.55	\$6.05	\$6.55	\$7.05	\$7.55	\$8.05
96+	\$2.35	\$2.70	\$3.05	\$3.40	\$3.75	\$4.10	\$4.45	\$4.80	\$5.15	\$5.50	\$5.85	\$6.20
144+	\$2.15	\$2.45	\$2.75	\$3.05	\$3.35	\$3.65	\$3.95	\$4.25	\$4.55	\$4.85	\$5.15	\$5.45
192+	\$2.10	\$2.35	\$2.60	\$2.85	\$3.10	\$3.35	\$3.60	\$3.85	\$4.10	\$4.35	\$4.60	\$4.85
288+	\$2.00	\$2.25	\$2.50	\$2.75	\$3.00	\$3.25	\$3.50	\$3.75	\$4.00	\$4.25	\$4.50	\$4.75
500+	\$1.95	\$2.20	\$2.45	\$2.70	\$2.95	\$3.20	\$3.45	\$3.70	\$3.95	\$4.20	\$4.45	\$4.70
750+	\$1.95	\$2.20	\$2.45	\$2.70	\$2.95	\$3.20	\$3.45	\$3.70	\$3.95	\$4.20	\$4.45	\$4.70



1000+	\$1.85	\$2.05	\$2.25	\$2.45	\$2.65	\$2.85	\$3.05	\$3.25	\$3.45	\$3.65	\$3.85	\$4.05
2500+	\$1.77	\$1.97	\$2.17	\$2.37	\$2.57	\$2.77	\$2.97	\$3.17	\$3.37	\$3.57	\$3.77	\$3.97
5000+	\$1.75	\$1.90	\$2.05	\$2.20	\$2.35	\$2.50	\$2.65	\$2.80	\$2.95	\$3.10	\$3.25	\$3.40
10000+	\$1.60	\$1.75	\$1.90	\$2.05	\$2.20	\$2.35	\$2.50	\$2.65	\$2.80	\$2.95	\$3.10	\$3.25

**The offeror shall provide associated costs per hour for designing and creating artwork. (Reference Statement of Needs, Section B. 7)**

Basic text editing and logo placement of client-supplied vector artwork is complementary. Complex design time and reformatting is charged at \$100/hour prorated in 15 minute increments.

**The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. (Reference Statement of Needs, Section B. 8)**

Basic text editing and logo placement of client-supplied vector artwork is complementary. Complex design time and reformatting is charged at \$100/hour prorated in 15 minute increments.

**The offeror shall provide associated costs for sample items, material, or color swatches. (Reference Statement of Needs, Section B. 11)**

The base cost of sample items, materials, or color swatches valued under \$10 is waived by Patdome Promotions. . Items over \$10 are charged at the contracted discount price of the unimprinted good. The shipping cost of all samples is the responsibility of the client, whether as an itemized line on the final bill or directly billed to the client's shipping account number.

**The offeror shall provide associated costs for standard and rush orders. (Reference Statement of Needs, Section B. 14)**

Standard production is published on our website and ground transit is quoted prior to ordering. Costs associated with rush production or rush shipping vary situationally and are quoted on demand to the end user.

**The offeror shall provide associated costs for returns for embroidery and screen printing items. (Reference Statement of Needs, Section B. 15)**

Returns or exchanges are generally not allowed unless an error occurs in production. In that case, there is no cost born by the university.

**The offeror shall provide associated costs for set-up fees.**

Fees charged for the physical preparation of machinery and related processes vary among manufacturers from product to product based on the type of machinery and cost of labor. These fees are disclosed online at Patdome.com per item.

**The offeror shall specify associated charge card processing fees. (Reference Section X. Pricing Schedule, B. 20)**

Our preferred method of payment, particularly for orders over \$500, is Purchase Order funded by ACH/Bank Transfer or by check, usually on Net 30 terms. We also accept P-Cards. Card processing fees are included in the cost of the good.

**The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. (*Reference Statement of Needs, Section B. 27*)**

Costs for any other good or service offered varies per product and is disclosed on an individual basis on our website and is disclosed prior to purchase.

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 18 Months 0

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
George Mason Univ	18	Fairfax, VA	Mark LaFrance 508-577-7282
George Washington Univ	4	Washington DC	Meg Carren 703-973-1250
University of Tennessee	6	Knoxville, TN	Jenna Dulling 865-466-7751
College of Charleston	10	Charleston, SC	Liz Foos 803-960-0935
American University	3	Washington, DC	Lindsey Campbell 412-855-2138

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Mike Ickowitz, 949 N. Broadway, Knoxville, TN  
37917

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

[ ] YES [X] NO

IF YES, EXPLAIN: \_\_\_\_\_

---

---

---

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: \_\_Pat Dome Enterprises DBA Patdome Promotions

Preparer Name: Mike Ickowitz

Date: \_\_4/3/2024\_\_

Is your firm a Small Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No \_\_\_\_\_

If yes, certification number: \_\_695695\_\_ Certification date: \_\_8/25/2024\_\_

Is your firm a Woman-owned Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No X \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a Minority-Owned Business Enterprise certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No X \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a Micro Business certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No X \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: \_\_\_\_SLD-1200 Promotional Items and Imprinting Services

Date Form Completed: \_ April 3, 2024

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Proposal and Subsequent Contract

Offeror / Proposer:

Patdome Promotions

949 N. Broadway, Knoxville, TN 37917

Mike Ickowitz 865-368-3158

Firm

Address

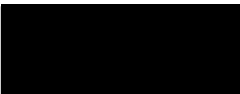
Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment) RETURN OF THIS PAGE IS REQUIRED



# MICHAEL ICKOWITZ



mike@patdome.com

## EDUCATION

UNIVERSITY OF TENNESSEE  
Knoxville, Tennessee

**May 2021**

**MA., Sociology | Political  
Economy**

UNIVERSITY OF TENNESSEE  
Knoxville, Tennessee

**December 2007**

**M.S., College Student  
Personnel**

GEORGE MASON UNIVERSITY  
Fairfax, Virginia

**January 2003**

**B.A., Communication**  
*Honors Program in General  
Education*

## AREAS OF EXPERTISE

- Planning and Strategy
- Process Development and Improvement
- Product sourcing
- Printing methodology

## PROFESSIONAL OVERVIEW

**Pat Dome Enterprises, LLC**  
**Founder and Managing Director**  
**2006- current**

- Help customers create the things they wish existed through branded products and décor
- Project and event management
- General business management duties

**University of New South Wales | Sydney, Australia | 4/2017– Present**  
**Senior Manager, Market Development & Student Recruitment**

**Oak Ridge Associated Universities | Oak Ridge, TN | 1/2010 – 3/2017**  
**Manager of International Science Education Programs and Fellowships | 10/2015 – 3/2017**

**The University of Tennessee, Knoxville | Knoxville, TN | 1/2004 – 1/2010**  
**Associate Director, Graduate and International Admissions**

**American University | Washington, DC | 2/2002 - 1/2004**  
**Admissions Counselor**

# TANYA ICKOWITZ

tanya@patdome.com

---

## **Patdome Promotions**

**2006 – Present**

### **Owner and President**

- manage daily operations and personnel operations
- create and implement marketing and advertising efforts, including social media and company website
- maintain required memberships and licensures required to conduct formal business operations
- organize and execute all accounting functions, including accounts payable, accounts receivable, local federal, and sales tax responsibilities, and payroll operations
- guide sales team in setting and achieving quarterly and annual goals

## **Self-Employed**

**2017 – Present**

### **Communications and Public Relations Consultant**

- manage efforts between executive committees and technical teams of writers, photographers, designers, and developers
- create, coordinate, and produce print and electronic marketing content
- utilize extensive background working in the financial and educational sectors

## **Edsouth Services & SouthEast Bank**

**2004 –2017**

### **Assistant Vice President, Director of Communication and Branding**

- Plan, organize, and direct overall communication strategies and public information activities
- Develop and create new initiatives to promote and improve corporate identity for Edsouth Services and its subsidiaries
- Manage production and composition of print collateral, email, and digital marketing campaigns
- Plan, organize, and implement crisis communication response and reputation management for operational emergencies, social media incidents, and other sensitive internal and external situations
- Coordinate events management duties for grand openings, fundraisers, ribbon cuttings, and other corporate events

## **George Mason University**

**2001-2004**

### **Assistant Director of Admissions**

- Responsible for managing an annual caseload of nearly 3,000 students by reviewing files, administering admission decisions, and maintaining written and oral communication with students and parents in various stages of the college admissions process
- Coordinated events management of open houses, admitted student receptions, special tours, and counselor retreats
- Served as faculty advisor and mentor of Mason Ambassadors, members of the student body to represent the University and its constituents with poise and enthusiasm

## **EDUCATION**

### **University of Tennessee-Knoxville**

Master of Science, Communication and Information; concentration in Public Relations

### **Loyola University New Orleans**

Bachelor of Arts, Theatre Arts; Minor in Business Administration



# JULIE M. HENRY

---

## **Patdome Promotions**

**2022 - Present**

### **Operating Manager**

- Works directly with the Sales and Business Development team to complete assigned projects on time, to specifications, and with accuracy and efficiency.
- Assists Sales Managers with client proposals, quotes, estimates, artwork, communication, and other order related processes.
- Place and track client orders through full production cycle to ensure on-time and accurate product delivery.
- Addresses questions, concerns, and/or complaints throughout the project.
- Acts as a liaison between company, customers, and vendors.
- Communicates and collaborates with sales and marketing teams to provide information required to promote and sell new projects, programs, and systems.
- Ensures compliance with federal, state, local, industry, contractual, and company regulations, standards, specifications, and best practices.

## **SouthEast Bank**

**2022**

### **Marketing Strategist**

- Manage a team of freelance blog writers
- Create monthly editorial calendar of blog topics for two company websites
- Research trending topics and keywords using SEMrush
- Edit blogs for content revisions and search engine optimization
- Perform competitor analysis
- Increased search traffic to company website by 23% using SEO

## **Edsouth**

**2017 - 2021**

### **Director of Communications**

- Assisted management team and staff in achieving departmental communication and technology goals
- Developed and created new initiatives to promote and improve corporate identity
- Managed staff photographer
- Generated, managed, and updated content and design for two company websites
- Tracked usage statistics and analytical data for company websites using Google Analytics
- Managed production and composition of print collateral and giveaways in conjunction with designers, print brokers, warehouse storage, and end users
- Developed social media strategy to maximize various company brands
- Designed and created online marketing campaigns to promote company services and affiliate products via social media sites
- Managed monthly email campaigns via Salesforce

## **Edsouth Services**

**2007 - 2017**

### **Online Marketing and Affiliate Manager**

- Created and edited copy for blogs, websites, and marketing materials
- Wrote, edited, designed, and published monthly email campaigns
- Created monthly editorial calendar of article topic
- Maintained and developed affiliate marketing programs for company website by implementing ads on the website, recruiting new affiliate partners, and monitoring affiliate campaign performance
- Created marketing messages designed to promote company services and affiliate products via various social media sites
- Assisted in design concepts and content migration during website redesigns

## **Edfinancial Services**

**2003 - 2007**

### **Content Coordinator**

- Created and implemented online content for company websites
- Wrote, edited, designed, and published monthly email campaigns
- Created monthly editorial calendar of article topics
- Proofread and edited samples of company print materials
- Managed a temporary staff to conduct direct mail advertising campaigns

## **SKILLS**

- Basic HTML, CMS, SEO, SEMrush, Google Analytics, Adobe Photoshop, Microsoft PowerPoint, Salesforce
- Internal and external link building
- Strong content writing, research, communication, and analytical skills

## **EDUCATION**

### **University of Tennessee – Knoxville**

Bachelor of Science, Marketing; Minor in Psychology

## **CERTIFICATIONS**

Social Media Marketing Certificate, 2018

## **HONORS AND AWARDS**

Bronze ADDY - Digital Advertising - American Advertising Foundation – Knoxville

Bronze Citation of Excellence: eCampusTours college planning website redesign

Bronze ADDY - Public Services Campaign - American Advertising Foundation –

Knoxville Bronze Citation of Excellence: Edsouth Student Outreach Services College

Awareness Campaign- How to Get Money for College handbook, high school visit poster, website rack card



March 13, 2024

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1200**  
Dated: **February 21, 2024**  
Commodity: **Promotional Items and Imprinting Services**  
RFP Closing On: **March 27, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

1. Question: CLC noted that some orders may incur an additional 7.5% royalty fee. Clarify the percentage of orders that will incur this fee.

**Answer: For James Madison University, the 7.5% royalty fee is charged to vendors for orders not paid with state funds (e.g., purchases made by student organizations). There is no anticipated percentage of orders that may incur this fee.**

2. Question: Reference Attachment E, Publicly Accessible Contract (PAC), what schools will the 1% fee apply to?

**Answer: The 1% fee is applied to orders placed by agencies and localities outside of the VHEPC Membership. The VHEPC Membership includes VASCUPP schools and VCCS.**

3. Question: Reference Section V, Proposal Preparation and Submission, pg. 6, #1. a. Are vendors required to provide duplicated sample products with the eight (8) copies?

**Answer: No, duplicate samples are not required.**

4. Typo on *Issue Date* on the second page of Request for Proposal. Issue Date should state "February 21, 2024".

Signify receipt of this addendum by initialing "*Addendum #1* \_\_\_\_\_" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers".

Shanna Devers  
Procurement Buyer Senior  
Phone: (540-568-3131)

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax



**March 26, 2024**

**ADDENDUM NO.: Three**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1200**  
Dated: **February 21, 2024**  
Commodity: **Promotional Items and Imprinting Services**  
RFP Closing On: ~~**March 27, 2024 at 2:00 p.m.**~~  
**April 4, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

1. Question: Reference Section IV, Subsection B, pg. 4 #12. What is your intention for asking for the process of digitizing artwork and are you interested in a sample digitized file? Additionally, how is this different from #7 and #8 on pg. 4?

**Answer: The intent is to ensure that the selected offeror can effectively translate artwork into digital formats suitable for various promotional items. JMU is not requesting a sample digitized file. This question focuses on the technical conversion of existing visuals into digital formats, whereas questions 7-8 refer to the broader creative process.**

2. Question: Reference Section IV, Subsection B, pg. 4 #13. What is your intention for asking for the "process for vector artwork that will be screen printed" and are you interested in the technical process for creating screens? Additionally, how is this different from #7 and #8 on pg. 4?

**Answer: The intent is to assess the offeror's expertise and proficiency in generating print-ready vector graphics optimized for the screen-printing process, not to assess the technical process for creating screens. Questions 7-8 refer to the broader creative process.**

3. Question: What is the ideal number of awardees?

**Answer: The ideal number of awardees is unknown at this time.**

Signify receipt of this addendum by initialing "*Addendum #3* \_\_\_\_\_" on the signature page of your proposal.

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax



March 21, 2024

**ADDENDUM NO.: Two**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1200**  
Dated: **February 21, 2024**  
Commodity: **Promotional Items and Imprinting Services**  
RFP Closing On: ~~March 27, 2024 at 2:00 p.m.~~  
**April 4, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

**James Madison University has chosen to extend this solicitation closing date. The Request for Proposal will now close on Thursday, April 4, 2024 at 2:00 PM.**

Signify receipt of this addendum by initialing "*Addendum #2* \_\_\_\_\_" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers". The signature is fluid and cursive.

Shanna Devers  
Procurement Buyer Senior  
Phone: (540-568-3131)

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax



## Patdome Promotions

ESTIMATE for Personal Best Racing  
Stadium cups

### SHIPPING ADDRESS

Muna Rodriguez  
Patdome Promotions  
949 N Broadway  
Knoxville, TN 37917  
United States

### BILLING ADDRESS

Muna Rodriguez  
Patdome Promotions  
949 N Broadway  
Knoxville, TN 37917  
United States

### PROJECT #

32319

### ESTIMATE #

43041

### IN HANDS DATE

Apr 26, 2024

### TERMS

Net 30

### CUSTOMER PO

### CURRENCY

USD

## 16 oz. Smooth Walled Plastic Stadium Cup with Automated Silkscreen Imprint

Using proprietary automated silkscreen equipment, we are able to offer the best combination of pricing and speed in the industry!

This smooth walled stadium cup is the staple of the promotional products and barware industry. The plastic cup is perfect for the beach, sporting events, tailgates, weddings, festivals, giveaways, and social activities! A durable, eco-friendly, fun, tumbler that will be taken home and reused. American-made, this is perfect for any school, golf, real estate, or healthcare promotion! This drinkware is great to just keep around the house for wine and beer on a Friday night!

- 100% USA Made with FDA Approved Materials
- BPA Free
- Dishwasher Safe (top rack)
- Recyclable
- FREE Paper Proof with Every Order within 12 Hours
- Family Owned and Operated
- Worry-Free Customer Service



Product image for reference only. See your  
artwork below.  
[Click to enlarge](#)

### ITEM

Size: 16 OZ - Color: Red

### QTY

250

### PRICE

\$0.65

### AMOUNT

\$162.50

### TOTAL UNITS

250

Setup Cost - One color one location

1

\$50.00

\$50.00

### TOTAL

**\$212.50**

## Artwork Details

### DESIGN NAME

PBR

### IMPRINT TYPE

Silk Screening

### DESIGN LOCATION

One color one location

### DESIGN SIZE

see art

### DESIGN COLOR

white

## Services

### SERVICE

Other Service

15% contracted per-item discount

### QTY

1

### PRICE

\$-24.36

### AMOUNT

\$-24.36

## Services

### SERVICE

Shipping

Estimated Shipping ~ UPS Ground

QTY

PRICE

AMOUNT

1

\$27.09

\$27.09

## Questions about this estimate?

Tanya Ickowitz  
tanya@patdome.com  
8656072105

Patdome Promotions  
949 N. Broadway  
Knoxville, TN 37917  
United States

SUBTOTAL

\$215.23

TAX - EXEMPT:

\$0.00

TOTAL

USD \$215.23



## Patdome Promotions

INVOICE for Personal Best Racing  
Stadium cups

**SHIPPING ADDRESS**

Muna Rodriguez  
Patdome Promotions  
949 N Broadway  
Knoxville, TN 37917  
United States

**BILLING ADDRESS**

Muna Rodriguez  
Patdome Promotions  
949 N Broadway  
Knoxville, TN 37917  
United States

**AMOUNT DUE**

**\$215.23** USD

**DATE**

Apr 3, 2024

**TERMS**

Net 30

**PROJECT #**

32319

**INVOICE #**

43043

**CUSTOMER PO**

### Summary

ITEM	QTY	PRICE	AMOUNT
16 oz. Smooth Walled Plastic Stadium Cup with Automated Silkscreen Imprint	250	\$0.65	\$162.50
Setup Cost - One color one location	1	\$50.00	\$50.00
Other Service	1	\$-24.36	\$-24.36
Shipping	1	\$27.09	\$27.09

### Questions about this invoice?

Patdome Promotions  
949 N. Broadway  
Knoxville, TN 37917  
United States

<b>SUBTOTAL</b>	<b>\$215.23</b>
<b>TAX - EXEMPT:</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>USD \$215.23</b>

### TERMS AND CONDITIONS

Overdue invoices may be assessed a monthly 2.5% interest charge. Invoices more than 2 months past due will be subject to legal action at the cost of the customer.

Our preferred methods of payment are check, bank transfer, or ACH. The total shown reflects a standard cash discount, and credit card payments for transactions over \$500 may be recalculated to reflect the loss of the cash discount.





# Request for Proposal

## **RFP# SLD-1200**

**Promotional Items and Imprinting Services**

**February 21, 2024**



# ***REQUEST FOR PROPOSAL***

## ***RFP# SLD-1200***

**Issue Date:** February 20, 2024

**Title:** Promotional Items and Imprinting Services

**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract:** From Date of Award Through Two Years with Four (4) Additional Two (2) Year Renewal Options.

**Sealed Proposals Will Be Received Until 2:00 PM on March 27, 2024 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Buyer Senior, Procurement Services, [deverssl@jmu.edu](mailto:deverssl@jmu.edu); 540-568-3131; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
*(Signature in Ink)*

Name: \_\_\_\_\_  
*(Please Print)*

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

# ***REQUEST FOR PROPOSAL***

*RFP # SLD-1200*

## ***TABLE OF CONTENTS***

I.	PURPOSE .....	Page	1
II.	BACKGROUND .....	Page	1-2
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION .....	Page	2
IV.	STATEMENT OF NEEDS .....	Page	2-5
V.	PROPOSAL PREPARATION AND SUBMISSION .....	Page	5-8
VI.	EVALUATION AND AWARD CRITERIA .....	Page	8-9
VII.	GENERAL TERMS AND CONDITIONS .....	Page	9-16
VIII.	SPECIAL TERMS AND CONDITIONS .....	Page	16-22
IX.	METHOD OF PAYMENT .....	Page	22
X.	PRICING SCHEDULE .....	Page	22-24
XI.	ATTACHMENTS .....	Page	24-31
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. PAC Agreement		

## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into multiple contracts to provide Promotional Items and Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.) for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for two (2) years with an option to renew for four (4) additional two-year periods.

## II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, and lip balm. 2023 eVA Reports showed approximately \$1.5M in spend for JMU for promotional items and embroidery/screening printing services and multi-million dollar spend across Virginia.

Licensing JMU Trademarks, Logos, Seals, Indicia and Mascot: James Madison University (JMU) has assigned all rights, titles and interest in any trademarks, logos and insignias owned or acquired by the University to the James Madison University Foundation (JMUF). JMUF has established a licensing program to ensure that the public properly identifies and associates JMU on products bearing the institution's marks. Other institutions, agencies, localities, etc. utilizing the resulting contracts may have other licensing requirements other than CLC that vendors would need to adhere.

Any products which carry an approved mark or logo of the University will be covered by the licensing program. Merchandise bearing JMU trademarks and logos are limited to merchandise produced by manufacturers that are officially licensed to produce JMU's marks. Officially licensed manufacturers are licensed and registered by the Foundation's licensing agent, The Collegiate Licensing Company (<https://clc.com/home/get-licensed/>).

Campus organizations seeking to use JMU marks for fundraising projects, club projects, fraternity/sorority endeavors, etc. must first seek initial approval from the Associate Vice President for Business Services and then submit the proposal to a licensed manufacturer or to the JMU Foundation.

The contracts are intended to be **MANDATORY** for James Madison University Departmental end-users. Limited exemptions for certain items and services will be decided by Procurement Services. Multiple contracts shall be awarded with no certain dollar amount. While not "mandatory", other institutions may seek to utilize resulting contracts.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members. Further information about VHEPC may be found at the following website: <https://vhepc.org/>

### III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

### IV. STATEMENT OF NEEDS

James Madison University desires to partner with contractors to provide quality promotional items and imprinting printing services. Offerors interested in responding to this solicitation may choose one or both areas to respond to under the Statement of Needs section of this RFP. Area A: Promotional Items and Area B: All Imprinting Services. The successful contractor(s) shall furnish goods and services in the area in which they provide a response.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.

It is the intent of this RFP to have multiple open award enrollment periods, at the University's option, during the Ten (10) Year Term. The University reserves the right to award to new Selected Firm(s) during these open enrollment periods. Selected Firm(s) pricing and discounts will remain for a period of two years from date of Contract. The University or the Selected Firm(s) may negotiate or re-negotiate pricing or service terms during the renewal period. Selected Firm(s) awarded in subsequent generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

#### ***A. Promotional Items***

James Madison University desires to partner with contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. James Madison University shall provide and approve all logo(s) to be used on promotional items.

Contractor shall ensure that all "JMU Identity" guidelines are met when providing requested items. JMU's Official Graphic Standards," including colors, logos, photography, etc. can be found at: <https://www.jmu.edu/identity/index.shtml>

Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing

and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1.*

2. Describe ability to customize an electronic catalog for James Madison University.
3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.*
4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
5. List all contact information for ordering, invoicing, customer service, etc.
6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
7. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/>
8. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.
9. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 8.*
10. Provide details of minimum order requirements, if applicable.
11. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.*
12. Describe process for packaging orders.
13. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.*
14. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.*
15. Describe quality control process(s).
16. Provide sample quote showing list price, contract price and percentage off published list price.
17. Describe payment options available.
18. Provide a sample invoice and preferred method of payment.

19. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.*
20. Provide any incentive rebate options or packages.
21. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 7.*

***B. Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)***

James Madison University desires to partner with contractor(s) to provide quality Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.). Contractor(s) shall match thread colors and PMS to JMU identity standards, which can be found at <https://www.jmu.edu/identity/our-style/color.shtml> . Contractor(s) must have the capability for multiple color screen printing as well as the ability to embroider. JMU will retain ownership of any design work created for this contract.

1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).
2. Provide details of minimum order requirements, if applicable.
3. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.*
4. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.*
5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*
6. Provide a sample of a design for both screen printing and embroidery. Each sample shall be properly tagged or labeled with the name of the offeror. Samples shall be provided at no cost to James Madison University. Samples will not be returned.
7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in *Section X. Pricing Schedule, B. 4.*
8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in *Section X. Pricing Schedule, B. 5.*
9. Provide the lead time for embroidered products from time of order placement until delivery.
10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*)
11. Describe timeframe for providing adequate sample items, materials, or color swatches. (*i.e. number of days for review at no charge to the University*) Provide associated costs in *Section X. Pricing Schedule, B. 6.*
12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4” full filled-in logos.
13. Describe the process for vector artwork for logos that will be screen printed.

14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in *Section X. Pricing Schedule, B. 7.*
15. Describe return policy. Provide associated costs in *Section X. Pricing Schedule, B. 8.*
16. Provide sample quote showing list price, contract price and/or percentage off published list price.
17. Provide sample invoice and preferred method of payment.
18. Provide sample quote showing list price, contract price and percentage off published list price.
19. Describe payment options available.
20. Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.*
21. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request.
22. List all contact information for ordering, invoicing, customer service, etc.
23. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
24. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/>
25. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.
26. Describe plan for providing pre-production samples of embroidery and screen printing items. (*i.e. number of days for review at no charge to the university*)
27. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, B. 11.*

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison**



**University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and eight (8) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	15
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	20
5. Cost	20
	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which,

in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **VII. GENERAL TERMS AND CONDITIONS**

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
  - 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000



3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the

Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
    - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
    - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
  2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
  3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **VIII. SPECIAL TERMS AND CONDITIONS**

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written

notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	
Name of Purchasing Officer:		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the

contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Textile Products and Apparel, Rubber and Plastic, and other related indices. No price increases will be authorized for 360 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.
- Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
- The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- J. PURCHASING REPORTS: The contractor will be requested to provide James Madison University a statement covering the total dollar volume of purchases made under this contract periodically throughout the term of the contract.

- K. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- N. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- R. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- S. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.
- T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- U. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- W. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however,



remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- X. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- Y. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- Z. LABOR LAWS: The contractor shall implement procedures to ensure items manufactured for James Madison University shall not be made in factories where any worker is under fifteen years of age *and* no worker is under the age permitted per local law; where forced labor is involved (prison labor, trafficked labor, indentured labor, bonded labor); nor in any factory where corporal punishment or other forms of mental or physical coercion is practiced. As an alternative the contractor may maintain affiliation with the Fair Labor Association through membership at their expense.

## IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## X. PRICING SCHEDULE

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

### A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. (*Reference Section IV. Statement of Needs, A. 1.*)
2. The offeror shall provide associated costs for electronic proofs. (*Reference Section IV. Statement of Needs, A. 3.*)
3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. (*Reference Section IV. Statement of Needs, A. 11.*)

4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 13.)*
5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 14.)*
6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 19.)*
7. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Section IV. Statement of Needs, A. 21.)*
8. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. *(Reference Section IV. Statement of Needs, A. 9.)*

## **B. Embroidery and Screen Printing**

1. The offeror shall complete the following Embroidery Price List. *(Reference Statement of Needs, Section B.3.)*

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 5000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 6000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 7000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 8000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 9000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 10000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Each Addtl. 1000 stitches	\$	\$	\$	\$	\$	\$	\$	\$	\$

2. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) *(Reference Statement of Needs, Section B. Number 4)*
3. The offeror shall complete the following table for screen printing services. *(Reference Statement of Needs, Section B. 5.)*

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$	\$	\$	\$	\$	\$	\$
12-23	\$	\$	\$	\$	\$	\$	\$
24-47	\$	\$	\$	\$	\$	\$	\$
48-71	\$	\$	\$	\$	\$	\$	\$
72-143	\$	\$	\$	\$	\$	\$	\$
144-287	\$	\$	\$	\$	\$	\$	\$

288-499	\$	\$	\$	\$	\$	\$	\$
500-999	\$	\$	\$	\$	\$	\$	\$
1,000-1,999	\$	\$	\$	\$	\$	\$	\$
2,000-4,999	\$	\$	\$	\$	\$	\$	\$
5,000-up	\$	\$	\$	\$	\$	\$	\$

4. The offeror shall provide associated costs per hour for designing and creating artwork. *(Reference Statement of Needs, Section B. 7)*
5. The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. *(Reference Statement of Needs, Section B. 8)*
6. The offeror shall provide associated costs for sample items, material, or color swatches. *(Reference Statement of Needs, Section B. 11)*
7. The offeror shall provide associated costs for standard and rush orders. *(Reference Statement of Needs, Section B. 14)*
8. The offeror shall provide associated costs for returns for embroidery and screen printing items. *(Reference Statement of Needs, Section B. 15)*
9. The offeror shall provide associated costs for set-up fees.
10. The offeror shall specify associated charge card processing fees. *(Reference Section X. Pricing Schedule, B. 20)*
11. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Statement of Needs, Section B. 27)*

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: PAC Agreement

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years \_\_\_\_\_ Months \_\_\_\_\_

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------


4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.


5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[ ] YES [ ] NO

IF YES, EXPLAIN: \_\_\_\_\_


## ATTACHMENT B

### Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

**Offeror Name:** \_\_\_\_\_ **Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

**Micro Business** is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

***RETURN OF THIS PAGE IS REQUIRED***

**ATTACHMENT B (CNT'D)**  
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
for this Proposal and Subsequent Contract

Offeror / Proposer: \_\_\_\_\_

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

*(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)*

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated \_\_\_\_\_:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations summary dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT D

### Zone Map



## Virginia Association of State College & University Purchasing Professionals (VASCUPP)

### List of member institutions by zones

<b><u>Zone 1</u></b> George Mason University (Fairfax)	<b><u>Zone 2</u></b> James Madison University (Harrisonburg)	<b><u>Zone 3</u></b> University of Virginia (Charlottesville)
<b><u>Zone 4</u></b> University of Mary Washington (Fredericksburg)	<b><u>Zone 5</u></b> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<b><u>Zone 6</u></b> Virginia Commonwealth University (Richmond)
<b><u>Zone 7</u></b> Longwood University (Farmville)	<b><u>Zone 8</u></b> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<b><u>Zone 9</u></b> University of Virginia - Wise (Wise)



## ATTACHMENT E

### AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY<sup>st/nd</sup>] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and [VENDOR NAME], (“Vendor”).

#### TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement’s end date.

#### WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
  - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
  - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
  - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
  - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
  - B. Maintain an approved version of Vendor’s logo on the Consortium website
- III. Payment:
  - A. Payment of PAC Annual Fee will arrive at the University no later than \_\_\_\_\_ of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.
  - B.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- C. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services  
c/o Director of Procurement  
James Madison University  
752 Ott Street, MSC 5720  
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]  
[Vendor]  
[Address]  
Email: [\[Vendor\]](#) Email]  
Fax: [Fax]

**ACCEPTANCE**

**For James Madison University**

**For [Vendor]**

\_\_\_\_\_  
[Lead Proc]  
[Lead Job Title]

\_\_\_\_\_  
[Vendor Contact]  
[Vendor Contact Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreement #: [JMU Contract-Number]-PAC



March 13, 2024

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1200**  
Dated: **February 21, 2024**  
Commodity: Promotional Items and Imprinting Services  
RFP Closing On: **March 27, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

1. Question: CLC noted that some orders may incur an additional 7.5% royalty fee. Clarify the percentage of orders that will incur this fee.

**Answer: For James Madison University, the 7.5% royalty fee is charged to vendors for orders not paid with state funds (e.g., purchases made by student organizations). There is no anticipated percentage of orders that may incur this fee.**

2. Question: Reference Attachment E, Publicly Accessible Contract (PAC), what schools will the 1% fee apply to?

**Answer: The 1% fee is applied to orders placed by agencies and localities outside of the VHEPC Membership. The VHEPC Membership includes VASCUPP schools and VCCS.**

3. Question: Reference Section V, Proposal Preparation and Submission, pg. 6, #1. a. Are vendors required to provide duplicated sample products with the eight (8) copies?

**Answer: No, duplicate samples are not required.**

4. Typo on *Issue Date* on the second page of Request for Proposal. Issue Date should state "February 21, 2024".

Signify receipt of this addendum by initialing "*Addendum #1* \_\_\_\_\_" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers".

Shanna Devers  
Procurement Buyer Senior  
Phone: (540-568-3131)

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax



**March 21, 2024**

**ADDENDUM NO.: Two**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1200**  
Dated: **February 21, 2024**  
Commodity: Promotional Items and Imprinting Services  
RFP Closing On: ~~**March 27, 2024 at 2:00 p.m.**~~  
**April 4, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

**James Madison University has chosen to extend this solicitation closing date. The Request for Proposal will now close on Thursday, April 4, 2024 at 2:00 PM.**

Signify receipt of this addendum by initialing "*Addendum #2* \_\_\_\_\_" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers". The signature is fluid and cursive.

Shanna Devers  
Procurement Buyer Senior  
Phone: (540-568-3131)

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax



March 26, 2024

**ADDENDUM NO.: Three**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# SLD-1200**  
Dated: **February 21, 2024**  
Commodity: Promotional Items and Imprinting Services  
RFP Closing On: ~~March 27, 2024 at 2:00 p.m.~~  
**April 4, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

1. Question: Reference Section IV, Subsection B, pg. 4 #12. What is your intention for asking for the process of digitizing artwork and are you interested in a sample digitized file? Additionally, how is this different from #7 and #8 on pg. 4?

**Answer: The intent is to ensure that the selected offeror can effectively translate artwork into digital formats suitable for various promotional items. JMU is not requesting a sample digitized file. This question focuses on the technical conversion of existing visuals into digital formats, whereas questions 7-8 refer to the broader creative process.**

2. Question: Reference Section IV, Subsection B, pg. 4 #13. What is your intention for asking for the “process for vector artwork that will be screen printed” and are you interested in the technical process for creating screens? Additionally, how is this different from #7 and #8 on pg. 4?

**Answer: The intent is to assess the offeror’s expertise and proficiency in generating print-ready vector graphics optimized for the screen-printing process, not to assess the technical process for creating screens. Questions 7-8 refer to the broader creative process.**

3. Question: What is the ideal number of awardees?

**Answer: The ideal number of awardees is unknown at this time.**

Signify receipt of this addendum by initialing “*Addendum #3*\_\_\_\_\_” on the signature page of your proposal.

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax

Sincerely,

A handwritten signature in black ink, appearing to read "Shanna Devers". The signature is fluid and cursive, with the first name "Shanna" and last name "Devers" clearly distinguishable.

Shanna Devers

Procurement Buyer Senior

Phone: (540-568-3131)